

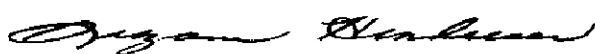
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Tarrant County Texas

Official Public Records

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT AND EXTENSION OF OIL, GAS AND MINERAL LEASE

THE STATE OF TEXAS §
 §
 COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on 22 May, 2007, Genevieve L Hudson, whose address 2231 Seville Ct., Arlington, TX 76013 ("Lessor") entered into an Oil and Gas Lease with DDJET Limited LLP, as Lessee, which is recorded in the Official Records of Tarrant County, Texas as Document D207370643, covering lands more specifically described therein ("the Lease"), and,

WHEREAS, DDJET Limited LLP, assigned all of their right, title and interest in and to said lease to Chesapeake Exploration, L.L.C., by Assignment of Oil and Gas Leases dated effective January 4, 2010 and recorded as Document Number D2100081513, Official Records, Tarrant County, Texas, and

WHEREAS, Total E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas 77002, acquired an undivided 25% of Chesapeake's working interest in the aforementioned Lease and recorded as Document Number D210019134 and

WHEREAS, Lessor, Total E&P USA, Inc., and Chesapeake Exploration, L.L.C., Lessee, desire to amend the Lease and extend the primary term of the Lease by an additional twelve (12) months as hereinafter set forth and adjust the royalty rate from 22.5% to 25%.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend the Lease to read as follows:

"The primary term shall extend to 22 May, 2011, and for as long thereafter as oil, gas or other minerals covered hereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions hereof."

And add the following clause:

"Wherever reference is made to a 22.5% royalty herein, said royalty shall hereby be amended to read 25% royalty."

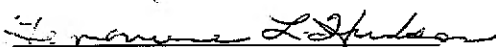
It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 30 day of April, 2010, regardless of the actual day of execution and acknowledgement by any or all of the parties constituting the Lessor herein.

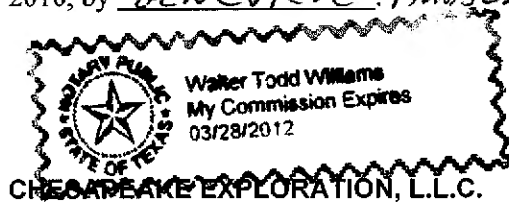
This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Lessor:


 Genevieve L. Hudson

STATE OF TEXAS §
 §
 COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on the 30 day of APRIL, 2010, by Genevieve Hudson



[Signature]
 Notary Public in and for

By: _____
 Henry J. Hood, Sr. Vice President
 Land and Legal & General Counsel

TOTAL E&P USA, INC., a Delaware corporation

By: _____
 Eric Bonnin, Vice President
 Business Development and Strategy

ACKNOWLEDGMENTS

STATE OF _____ §
 §
 COUNTY OF _____ §

The foregoing instrument was acknowledged before me on the _____ day of _____, 2010, by Henry S. Hood, Sr. Vice President – Land and Legal & General Counsel, on behalf of CHESAPEAKE EXPLORATION, L.L.C.

 Notary Public in and for The State of _____

STATE OF _____ §
 §
 COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Eric Bonnin as Vice President – Business Development and Strategy of TOTAL E&P USA, INC., a Delaware corporation, as the act and deed and behalf of such corporation.

 Notary Public in and for The State of _____